

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TEXTRON INNOVATIONS INC.,)	
)	
)	C. A. No. 05-486 (GMS)
Plaintiff,)	
v.)	(Jury Trial Demanded)
)	
THE TORO COMPANY,)	
)	
Defendant.)	
)	

TORO'S AMENDED PRIOR ART STATEMENT

In compliance with the Court's Scheduling Order, Defendant, The Toro Company ("Toro"), provides the following Amended Prior Art Statement to Plaintiff, Textron Innovations, Inc. ("Textron").

The asserted claims of U.S. Patent Nos. 6,047,530 ("the '530 patent"); 6,336,311 ("the '311 patent"); and 6,336,312 ("the '312 patent") (hereinafter the "patents-in-suit") are all invalid as anticipated under 35 U.S.C. § 102 or obvious under 35 U.S.C. § 103, or both, in view of the following list of prior art and as detailed in the attached invalidity charts Exhibits A-F:

A. Gang-Type Rotary Mowers

1. Lesco 500 Rotary
2. Deere with Nunes 355
3. Deere 3235A with Nunes Brochure
4. R.T.S. Rotary Cutters (Risboro Turf Brochure) & Hayter Bever T24
5. Picture of Deere 3235A with Nunes rotary decks
92. Groundsmaset® with Countour 66
93. January 1988 Newspaper Article
99. Wulff Mower Brochure

B. Gang-Type Rotary Mowers

6. Jacobsen HR-5111
7. Golf and Sports Turf, March 1990
8. Howard Price 1280
9. Howard Price 1260
10. Howard Price Hydro-Power 180
11. Befco
12. Las Tec—Articulator (Model 425-D, 325-ER, M 325-E)
13. Cream of The Crop Turf Management, April 1993
14. Nunes 317, 490, 426
15. Land Pride Turf—All-Flex Mowers
16. Nunes 5.5 Vacuum Plus
17. Hustler Range Wing
18. U.S. Pat. 4,926,621
19. U.S. Pat. 5,280,695
20. U.S. Pat. 3,135,079
21. EU 342 700 B1
22. Nunes 3235A
23. U.S. Pat. 4,308,713
24. Rotaries take to golf courses, Grounds Maintenance, January 1991.
25. Toro 455-D
26. Out-Front Rotary Mowers, Grounds Maintenance, May 1991
27. Problem Solver, Parks & Sport Grounds, March 1992
28. Canadian Pat. No. 1,115,067 to Ransomes
29. Canadian Pat. No. 1,141,177 to Brouwer

C. Gang Rotary with Roller

28. Major-Groundsman
29. Major-GroundsMajor
30. Howard—Stealth
31. Howard—TrailMaster
32. Cheap & Careful
33. United Equipment—Uni-Cut (see Tab 1)
34. Relying On a Rotary (Turfmech-- Tri-Deck TD65-2
35. U.S. Pat. No. 3,236,034
36. U.S. Pat. No. 3,650,098
37. U.S. Pat. No. 4,304,086
38. Trimax Pegasus

D. Rotary with Roller (including Interchangeability of Roller and Casters Wheels)

39. Kilworth's Sovema optional Rear Roller.
40. Port Agric Cutlass Pro/AM.
41. U.S. Patent No. 3,802,172
42. Australian Patent No. 11,914/70
43. Australian Patent No. 50523/64
44. Honda HR 173, HR 194, HR 214, and HR 216
45. Cheap And Careful
46. Simplicity Mowers
47. Mountfield Empress
48. Steiner 80-81 Owners Manual
49. South African Patent App. No. 924978
50. South African Patent App. No. 942089
51. Teagle Topper 5.
52. Attack Engineering 150 Rollermower / Falcon Rollermowers 40/150R and 50/150R (40)
53. Dowdeswell Rollermowers
54. Sod Harvester by Nunes
55. Choosing the right cutting mechanism
90. Steiner Boom Mower
94. Simplicity Manuals
95. Simplicity Mower
96. Machinery For Horticulture, Chapter 14
97. Hayter Contour 120

E. Gang of Single Spindle Rotary Decks

56. Australian 13463/70
57. Deere with Nunes 355
58. Deere 3235A with Nunes

F. Height Adjustment

59. U.S. Patent No. 1, 954,579
60. U.S. Patent No. 3,537,720
61. U.S. Patent No. 3,611,684
62. Australian Patent No. 11,914/70
63. Howard--Rollamowa (1979) Owners Manual
64. U.S Patent No. 3,802,172
65. Votex Rotary Cutters (U.S. Patent No. 1,212,353)
66. South African Pat. App. No. 924978

G. Ganged Reel Mowers

67. U.S. Patent No. 5,297,378
68. U.S. Patent No. 5,293,729
69. U.S. Patent No. 5,343,680

- 70. U.S. Patent No. 5,497,604
- 71. U.S. Patent No. 5,406,778
- 72. British Pat. No. 1,273,760
- 73. U.S. Patent No. 4,878,338
- 74. U.S. Patent No. 5,293,729
- 75. British Pat. No. 1,544,914
- 76. U.S. Patent No. 3,616,626

H. Rotaries on Golf Course/ Roughs

- 77. Equipment Preview 1987, p. 37.
- 78. 1986: The Season In Review, p. 10
- 79. Course gets a manicure
- 80. Choosing the right cutting mechanism
- 81. Mowing Large Areas, Grounds Maintenance, July 1989
- 82. Cutting a Systematic Swathe, The Groundsman, July 1993
- 83. Rotaries take to golf courses, Grounds Maintenance, January 1991. (See No. 24)
- 84. Cheap And Careful (see No. 45)
- 91. Spring 1992 Jacobsen "NEWSREEL" magazine
- 95. Machinery For Horticulture, Chapter 14
- 98. U.S. Pat. No. 5,305,589

I. Segmented Rollers

- 85. U.S. Patent No. 3,654,749
- 86. U.S. Patent No. 3,754,385
- 87. U.S. Patent No. 4,416,109
- 92. Groundsmaset® with Countour 66
- 94. Simplicity Manuals
- 95. Simplicity Mower
- 99. Wulff Mower Brochure

The following attached Exhibits A-F provide a detailed explanation of how the asserted claims of the patents-in-suit are invalid under 35 U.S.C. §§ 102 and 103:

- 1. Exhibit A: Invalidity of Asserted Claims of The '530 Patent Under 35 U.S.C. §102;
- 2. Exhibit B: Invalidity of Asserted Claims of The '530 Patent Under 35 U.S.C. §103;

3. Exhibit C: Invalidity of Asserted Claims of The '311 Patent Under 35 U.S.C. §102;
4. Exhibit D: Invalidity of Asserted Claims of The '311 Patent Under 35 U.S.C. §103;
5. Exhibit E: Invalidity of Asserted Claims of The '312 Patent Under 35 U.S.C. §102; and
6. Exhibit F: Invalidity of Asserted Claims of The '312 Patent Under 35 U.S.C. §103.

The references to the various prior art teachings in the above Exhibits A-F are exemplary only, and other portions of the references, other combinations of references, and other evidence of commercial embodiments and/or published literature may provide additional evidence of invalidity. Any and all commercial embodiments and/or published literature relating to any of the prior art listed above are incorporated into this Prior Art Statement.

As specifically detailed in the attached §102 invalidity charts (Exhibits A, C, and E), the asserted claims of the patents-in-suit are invalid under 35 U.S.C. § 102 as being anticipated by various prior art references, including, but not limited to, the Lesco 500 Rotary mower, the Risboro Turf Brochure (R.T.S. Rotary Cutters), and the John Deere Mowers with Nunes decks products and brochures. In addition, as specifically detailed in the attached §103 invalidity charts (Exhibits B, D, and F)¹, it would have been obvious under 35 U.S.C. §103 to a person of ordinary skill in the art, as of the filing date of the patents-in-suit, in view of the prior art alone or in combination with the listed prior art references.

¹ Toro's 35 U.S.C. §103 invalidity charts, Exhibits B, D, and F, include two columns of prior art descriptions. The prior art description in the first prior-art column discloses the claimed element alone or in combination with the description in the second prior-art column that corresponds to the prior art description in the first column.

The prior art listed above would have also informed one of skill in the art regarding the state of the art at the time of filing of the application. Toro intends to rely upon these and any other references reflecting the state of the art that may be found during discovery, as well as all prior art identified in the file histories and specifications of the patents-in-suit, and all prior art identified or cited in the references disclosed in this Prior Art Statement.

The information provided in Toro's Prior Art Statement is preliminary in nature and subject to modification and supplementation. Toro anticipates that discovery from Textron and others will likely lead to additional prior art relevant to the invalidity of the patents-in-suit, which will need to be added to Toro's Prior Art Statement. Toro may continue to refine and supplement its understanding of the prior art as additional relevant information is acquired during the course of discovery. Toro will supplement this Prior Art Statement in a timely matter as their understanding of the scope, content, and meaning of the prior art develops as discovery progresses.

Toro's application of its prior art is based on its current understanding of how Textron is applying the claim terms in its infringement analysis of Toro's products. The prior art references provided herein represent those that Toro has acquired sufficient information to assess their relevance with respect to the patents-in-suit, as currently understood.

[Textron has not provided Toro with its construction of the claims, and as such, Toro reserves the right to modify and supplement its Prior Art Statement to the extent that Textron and/or the Court adopt a construction of the claims that differs from Defendant's current understanding of how Textron is applying the claim terms. The prior

art references provided herein represent those that Toro has acquired sufficient information to assess their relevance with respect to the patents-in-suit, as currently understood.]

To date, Textron has also not produced any evidence to establish that the patents-in-suit are entitled to a priority date earlier than the filing dates. Thus, the patentability of the patents-in-suit must be assessed in light of the state of the relevant art as of the patent filing dates. Should evidence of an earlier priority date be produced, Toro reserves the right to modify and supplement this Prior Art Statement.

Dated: _____

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**ATTORNEYS FOR DEFENDANT
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TEXTRON INNOVATIONS INC.,

Plaintiff,

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THE TORO COMPANY,

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C. A. No. 05-486 (GMS)

(Jury Trial Demanded)

**EXHIBIT C: INVALIDITY OF ASSERTED CLAIMS OF THE '311 PATENT
UNDER 35 U.S.C. §102 (AMENDED).**

CLAIMS	PRIOR ART
CLAIM 1: A gang-type rotary lawn mower comprising	
a frame supported by wheels for movement over the ground,	<p>Claim 1 is invalid under 35 U.S.C. § 102.</p> <p>The Lesco 500 Rotary, Deere with Nunes 355, Deere 3235A with Nunes mower each have such a frame.</p> <p><u>U.S. Pat. No. 5,280,695 discloses a gang-type rotary lawn mower have a frame supported by wheels.</u></p>
a power source which is mounted on the frame and which drives at least two of the wheels,	<p>The Lesco 500 Rotary, Deere with Nunes 355, Deere 3235A with Nunes mower each have an engine mounted on the frame which drives two wheels.</p> <p><u>U.S. Pat. No. 5,280,695 discloses an engine mounted on the frame.</u></p>
an operator's seat mounted on the frame,	<p>The Lesco 500 Rotary, Deere with Nunes 355, Deere 3235A with Nunes mower each have a seat.</p> <p><u>U.S. Pat. No. 5,280,695 discloses a seat.</u></p>
a steering system enabling the operator to steer the lawn mower,	<p>The Lesco 500 Rotary, Deere with Nunes 355, Deere 3235A with Nunes mower each have a steering wheel.</p> <p><u>U.S. Pat. No. 5,280,695 discloses a steering</u></p>

	<u>system.</u>
at least two side-by-side front rotary cutting deck assemblies mounted on the frame, the front deck assemblies defining a gap between adjacent front deck assemblies, and	The Lesco 500 Rotary, Deere with Nunes 355, Deere 3235A with Nunes mower each have the claimed configuration of front cutting decks. <u>U.S. Pat. No. 5,280,695 discloses three front cutting deck assemblies (171, 172) defining gaps.</u>
at least one rear rotary cutting deck assembly mounted on the frame behind the front deck assemblies, each rear deck assembly being aligned with a respective gap between adjacent front deck assemblies,	As Textron has construed this limitation to accuse Toro's products of infringement, the Lesco 500 Rotary, Deere with Nunes 355, Deere 3235A with Nunes mower each have three decks behind the front decks and, as Textron uses the term, aligned with a gap between the front decks. <u>U.S. Pat. No. 5,280,695 discloses two rear cutting deck assemblies (173) aligned with the gaps.</u>
each of the front and rear deck assemblies including a single-spindle cutting deck defining a downwardly opening space, a single spindle mounted for rotation about a generally vertical axis within the space, and at least one cutting blade mounted on the spindle for rotation therewith.	As Textron has construed this limitation to accuse Toro's products of infringement, the Lesco 500 Rotary, Deere with Nunes 355, Deere 3235A with Nunes mower each utilize single spindle decks with at least one cutting blade. <u>U.S. Pat. No. 5,280,695 discloses single spindle decks with at least one cutting blade.</u>
CLAIM 2: A gang-type rotary lawn mower comprising	
a frame supported by front and rear wheels for movement over the ground,	Claim 2 is invalid under 35 U.S.C. § 102. The Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers each have such a frame.
a power source which is mounted on said frame and which drives at least two of said wheels,	The Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers each have an engine mounted on the frame.
an operator's seat mounted on said frame,	The Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers each have a seat.
a steering system enabling the operator to steer said lawn mower,	The Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers each have a steering wheel.
at least one front rotary cutting deck assembly mounted on said frame in front of said front wheels;	The Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers each have the claimed configuration of front cutting deck(s).
at least one rear rotary cutting deck assembly mounted on said frame	The Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers each have a rear deck behind the front

behind said front deck assemblies and between said front and rear wheels; and	decks and between the front and rear wheels.
each of said front and rear deck assemblies including a deck defining a downwardly opening space, at least one cutting blade mounted on a spindle for rotation therewith and at least one roller supporting said deck for movement over the ground, said roller extending substantially across the entire width of said deck.	As Textron has construed these terms to accuse Toro's products of infringement, the Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers each have [full width] rear rollers <u>extending substantially across the entire width of the decks</u> and decks defining a downwardly opening space with at least one cutting blade on a spindle.
CLAIM 3	
A lawn mower as set forth in claim 2 wherein each deck assembly is connected to said frame by a respective lifting arm operable to lift the associated deck assembly relative to said frame, such that each of said deck assemblies is connected by its own lifting arm to said frame.	Claim 3 is invalid under 35 U.S.C. § 102. Both the Lesco 500 Rotary, <u>Wulff</u> and the Risboro mower had individual lifting arms for each deck.
CLAIM 4	
A lawn mower as set forth in claim 2 wherein each of said front and rear deck assemblies includes a pair of laterally-spaced, generally vertically-extending side plates having forward ends,	
a first front wheel supporting one of said side plates for movement over the ground, and a second front wheel supporting the other of said side plates for movement over the ground,	
wherein said roller extends between said side plates and supports said side plates for movement over the ground, wherein the associated deck is located between said side plates and in front of said roller and is mounted on said side plates such that the height of said deck relative to the ground is adjustable by changing the position of said deck relative to said side plates.	
CLAIM 5	
A lawn mower as set forth in claim 2 wherein each deck assembly also includes a hydraulic motor which is	Claim 5 is invalid under 35 U.S.C. § 102. [Both the] Lesco 500 Rotary, <u>Wulff</u> and the

mounted on said deck and which is drivingly connected to said spindle.	Risboro mowers included a hydraulic motor mounted on each deck that drove the associated spindle.
CLAIM 7	
A lawn mower as set forth in claim 2 wherein at least two front rotary cutting deck assemblies are mounted on said frame in a side-by-side relationship defining a gap between adjacent front deck assemblies.	Claim 7 is invalid under 35 U.S.C. § 102. [Both the] Lesco 500 Rotary, <u>Wulff</u> and the Risboro mowers included front decks in the configuration claimed.
CLAIM 8	
A lawn mower as set forth in claim 7 wherein at least one rear deck assembly is aligned with said gap.	Claim 8 is invalid under 35 U.S.C. § 102. [Both the] Lesco 500 Rotary, <u>Wulff</u> and the Risboro mowers included a rear deck aligned with the gap created by the front decks.
CLAIM 10: A gang-type rotary lawn mower comprising	
a frame supported by front and rear wheels for movement over the ground,	Claim 10 is invalid under 35 U.S.C. § 102. The Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers each have such a frame.
a power source which is mounted on said frame and which drives at least two of said wheels;	The Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers each have an engine mounted on the frame.
an operator's seat mounted on said frame;	The Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers each have a seat.
a steering system enabling the operator to steer said lawn mower;	The Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers each have a steering wheel.
at least two front rotary cutting deck assemblies mounted to said frame in front of said front wheels and in a side-by-side relationship, wherein each of said front cutting deck assemblies defines a front cutting path; and	The Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers each have the claimed configuration of front cutting decks which cut a path.
at least one rear rotary cutting deck assembly being mounted on said frame behind said front deck assemblies, said rear rotary cutting deck assembly defining a rear cutting path extending laterally to overlap a portion of each of said front cutting paths,	As Textron construes this limitation to accuse Toro's products of infringement, [both] the Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers have a rear deck that has a path overlapping a portion of the front paths.
wherein each of said front and rear deck assemblies has at least one cutting blade mounted on a spindle for rotation therewith and at least one roller to support each of said deck assemblies	[Both the] Lesco 500 Rotary, <u>Wulff</u> and Risboro mowers have [full width] rear rollers <u>that extend substantially across the entire width of the deck</u> and cutting decks with at least one blade and spindle.

for movement over the ground, said roller extending substantially across the entire width of said cutting path.	
CLAIM 11	
A lawn mower as set forth in claim 10 wherein each deck assembly is connected to said frame by a respective lifting arm operable to lift the associated deck assembly relative to said frame, such that each of said deck assemblies is connected by its own lifting arm to said frame.	Claim 11 is invalid under 35 U.S.C. § 102. [Both the] Lesco 500 Rotary, Wulff and Risboro mowers have individual lifting arms for each deck.
CLAIM 12	
A lawn mower as set forth in claim 10 wherein each of said front and rear deck assemblies includes a pair of laterally-spaced, generally vertically-extending side plates having forward ends,	
a first front wheel supporting one of said side plates for movement over the ground, and a second front wheel supporting the other of said side plates for movement over the ground,	
wherein said roller extends between said side plates and supports said side plates for movement over the ground,	
wherein the associated deck is located between said side plates and in front of said roller and is mounted on said side plates such that the height of said deck relative to the ground is adjustable by changing the position of said deck relative to said side plates.	

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TEXTRON INNOVATIONS INC.,)	
)	
)	C. A. No. 05-486 (GMS)
Plaintiff,)	
)	(Jury Trial Demanded)
v.)	
)	
THE TORO COMPANY,)	
)	
Defendant.)	

**EXHIBIT E: INVALIDITY OF ASSERTED CLAIMS OF THE '312 PATENT
UNDER 35 U.S.C. §102 (Amended).**

CLAIMS	PRIOR ART
CLAIM 1: A gang-type rotary lawn mower comprising	
a frame supported by front wheels and at least one rear wheel for movement over the ground;	<p>Claim 1 is invalid under 35 U.S.C. § 102.</p> <p>The <u>Wulff</u> [Lesco 500 Rotary] mower and Risboro reference each have such a frame.</p> <p>In addition, U.S. Patent No. 3,236,034 discloses the claimed frame.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has a frame and three wheels.</u></p>
a power source which is mounted on said frame and which drives at least two of said wheels;	<p>The <u>Wulff</u> [Lesco 500 Rotary] mower and Risboro reference each have an engine mounted on the frame.</p> <p>In addition, U.S. Patent No. 3,236,034 discloses an engine mounted on the frame.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has an engine.</u></p>
an operator's seat mounted on said frame;	<p>The <u>Wulff</u> [Lesco 500 Rotary] mower and Risboro reference each have a seat.</p> <p>In addition, U.S. Patent No. 3,236,034 discloses a seat.</p>

	<p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has a seat mounted on a frame.</u></p>
<p>a steering system enabling the operator to steer said lawn mower;</p>	<p>The <u>Wulff</u> [Lesco 500 Rotary mower and Risboro reference each have a steering wheel.</p> <p>In addition, U.S. Patent No. 3,236,034 discloses a steering system.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has a steering system.</u></p>
<p>at least two side-by-side front rotary cutting deck assemblies mounted on said frame in front of said front wheels, said front deck assemblies defining a gap between adjacent front deck assemblies; and</p>	<p>The <u>Wulff</u> [Lesco 500 Rotary] mower and Risboro reference each have the claimed configuration of front cutting deck assemblies which define a gap.</p> <p>In addition, U.S. Patent No. 3,236,034 discloses the claimed configuration of front cutting deck assemblies as interpreted by Textron.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has three side-by-side front rotary cutting deck assemblies mounted on said frame in front of said front wheels. The front deck assemblies define a gap between adjacent front deck assemblies.</u></p>
<p>at least one rear rotary cutting deck assembly mounted on said frame behind said front deck assemblies and between said front wheels, each rear deck assembly being aligned with a respective gap between adjacent front deck assemblies;</p>	<p>The <u>Wulff mower</u> [Lesco 500 Rotary] and the Risboro reference [both] have at least one rear deck <u>assembly</u> behind the front decks and aligned with the gap.</p> <p>In addition, U.S. Patent No. 3,236,034 discloses the claimed configuration of the at least one rear rotary cutting deck as interpreted by Textron.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has at least one rear rotary cutting deck assembly mounted on said frame behind said front deck assemblies and between said front wheels. Each rear deck assembly is aligned with a respective gap between adjacent front deck assemblies.</u></p>
<p>each of said front and rear deck assemblies including a deck defining a downwardly opening space, at least one cutting blade</p>	<p>As this element has been applied by Textron to Toro's accused products, [both] the <u>Wulff</u> [Lesco 500 Rotary] mower and the Risboro reference have a deck defining a downwardly opening space, a</p>

<p>mounted on a spindle for rotation therewith and a first roller supporting said deck movement over the ground, said first roller extending only partially across the width of said deck.</p>	<p>cutting blade on a spindle and a partial-width roller.</p> <p>In addition, U.S. Patent No. 3,236,034 discloses decks having a downwardly opening space, using the construction Textron uses to accuse Toro's products of infringement, at least one cutting blade mounted on a spindle, and a roller extending only partially across the width of the deck.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has each front and rear deck assemblies include a deck defining a downwardly opening space, at least one cutting blade mounted on a spindle for rotation therewith and a first roller supporting said deck for movement over the ground. As Textron applies this limitation, the Groundsmaster with Contour 66 has a first roller extending only partially across the width of said deck.</u></p>
CLAIM 2	
<p>The lawn mower of claim 1 wherein each of said front and rear deck assemblies further includes a second roller positioned in offset relation to said first roller.</p>	<p>Claim 2 is invalid under 35 U.S.C. § 102.</p> <p>As this element has been applied by Textron to Toro's accused products, [both] the <u>Wulff</u> [Lesco 500 Rotary] mower and the Risboro reference have a second roller offset from the first.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 includes a second roller positioned in offset relation to the first roller.</u></p>
CLAIM 3	
<p>The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.</p>	<p>Claim 3 is invalid under 35 U.S.C. § 102.</p> <p>As this element has been applied by Textron to Toro's accused products, the <u>Wulff</u> [Lesco 500 Rotary] mower has a third roller on the same axis as the second.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.</u></p>
CLAIM 4	
<p>The lawn mower of claim 3 wherein each of said first, second and third rollers define a rolling</p>	<p>Claim 4 is invalid under 35 U.S.C. § 102.</p> <p>As this element has been applied by Textron to</p>

path substantially uninterrupted across the width of the deck.	<p>Toro's accused products, the <u>Wulff</u> [Lesco 500 Rotary] mower has an uninterrupted rolling path.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 includes first, second and third rollers that define a rolling path substantially uninterrupted across the width of the deck.</u></p>
CLAIM 5	
The lawn mower of claim 4 wherein said rolling path includes a portion traveled by both of said first and second rollers.	<p>Claim 5 is invalid under 35 U.S.C. § 102.</p> <p>As this element has been applied by Textron to Toro's accused products, the <u>Wulff</u> [Lesco 500 Rotary] mower has a rolling path traveled by two rollers.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 includes a rolling path with a portion traveled by both of said first and second rollers.</u></p>
CLAIM 8	
The lawn mower of claim 1 wherein said first roller of said at least one front deck assembly defines a rolling path and said first roller of said corresponding at least one rear deck assembly defines a rolling path.	<p>Claim 8 is invalid under 35 U.S.C. § 102.</p> <p>As this element has been applied by Textron to Toro's accused products, [both] the <u>Wulff</u> [Lesco 500 Rotary] mower and the Risboro brochure have the claimed rolling path features.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 includes a first roller of said at least one front deck assembly defines a rolling path and said first roller of said corresponding at least one rear deck assembly defines a rolling path.</u></p>
CLAIM 9	
The lawn mower of claim 8 wherein said rolling path defined by said front deck assembly roller overlaps said rolling path defined by said rear deck assembly roller.	<p>Claim 9 is invalid under 35 U.S.C. § 102.</p> <p>As this element has been applied by Textron to Toro's accused products, [both] the <u>Wulff</u> [Lesco 500 Rotary] mower and the Risboro reference have a front roller path that overlaps the rear roller path overlap.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 includes a rolling path defined by said front deck assembly roller</u></p>

	<u>overlaps said rolling path defined by said rear deck assembly roller.</u>
CLAIM 10	
The lawn mower of claim 8 wherein said rolling path defined by said front deck assembly roller includes an inboard edge aligned with an outboard edge of said rolling path defined by said rear deck assembly roller.	<p>Claim 10 is invalid under 35 U.S.C. § 102.</p> <p>As this element has been applied by Textron to Toro's accused products, [both] the <u>Wulff</u> [Lesco 500 Rotary] mower and the Risboro reference have the claimed alignment.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 includes this limitation.</u></p>
CLAIM 11	
The lawn mower of claim 8 wherein said rolling path defined by said front deck assembly roller is spaced apart from said rolling path defined by said rear deck assembly roller.	<p><u>Withdrawn by Textron.</u></p> <p>[Claim 11 is invalid under 35 U.S.C. § 102.</p> <p>As this element has been applied by Textron to Toro's accused products, both the Lesco 500 Rotary mower and the Risboro reference have the claimed spacing.]</p>
CLAIM 12	
The lawn mower of claim 1 wherein each of said front and rear deck assemblies further includes a pair of rotatable wheels pivotally mounted to said frame.	<u>Withdrawn by Textron.</u>
CLAIM 14	
The lawn mower of claim 1 further including a lifting arm pivotally interconnecting each of said front deck assemblies to said frame, said lifting arm pivoting about an axis laterally extending across said deck assembly substantially parallel to the ground and perpendicular to the direction of travel.	<p>Claim 14 is invalid under 35 U.S.C. § 102.</p> <p>As this element has been applied by Textron to Toro's accused products, [both] the <u>Wulff</u> [Lesco 500 Rotary] mower and the Risboro reference have lifting arms as claimed.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 includes a lifting arm pivotally interconnecting each of said front deck assemblies to said frame, said lifting arm pivoting about an axis laterally extending across said deck assembly substantially parallel to the ground and perpendicular to the direction of travel.</u></p>
CLAIM 15	
The lawn mower of claim 1 wherein said first roller is a	Claim 15 is invalid under 35 U.S.C. § 102.

unitary, one-piece roller.	As this element has been applied by Textron to Toro's accused products, [both] the <u>Wulff</u> [Lesco 500 Rotary] mower and the Risboro reference include unitary, one piece rollers. <u>As Textron applies this limitation, the Groundsmaster with Contour 66 includes a first roller that is a unitary, one-piece roller.</u>
CLAIM 16	
The lawn mower of claim 1 wherein said first roller is a segmented roller having a plurality of roller segments.	<u>Withdrawn by Textron.</u>
CLAIM 17	
The lawn mower of claim 16 wherein said roller segments are aligned along an axis of rotation.	<u>Withdrawn by Textron.</u>
CLAIM 19: A cutting deck assembly for a gang-type rotary lawn mower having a frame, the cutting deck assembly comprising:	
a deck defining a downwardly opening space;	
at least one cutting blade mounted on a spindle for rotation therewith;	
a pair of laterally-spaced, generally vertically extending side plates having forward ends;	
a first front wheel supporting one of said side plates for movement over the ground;	
a second front wheel supporting the other of said side plates for movement over the ground;	
a roller extending between said side plates supporting said side plates for movement over the ground, wherein said deck is coupled to said side plates and located in front of said roller such that the height of said deck relative to the ground is adjustable by changing the position of said deck relative to said side plates; and	
a lifting arm adapted to pivotally interconnect said cutting deck	

assembly and the frame.	
CLAIM 20	
The lawn mower of claim 19 wherein said roller is a unitary, one-piece roller.	
CLAIM 24: A gang-type rotary lawn mower comprising:	
a frame supported by front wheels and at least one rear wheel for movement over the ground;	<p>Claim 24 is invalid under 35 U.S.C. § 102.</p> <p>The <u>Wulff</u> [Lesco 500 Rotary] mower has such a frame.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has such a frame.</u></p>
a power source which is mounted on said frame and which drives at least two of said wheels;	<p>The <u>Wulff</u> [Lesco 500 Rotary] mower has an engine mounted on the frame.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has an engine mounted on the frame.</u></p>
an operator's seat mounted on said frame;	<p>The <u>Wulff</u> [Lesco 500 Rotary] mower has a seat.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has a seat.</u></p>
a steering system enabling the operator to steer said lawn mower;	<p>The <u>Wulff</u> [Lesco 500 Rotary] mower has a steering wheel.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has a steering wheel.</u></p>
at least two side-by-side front rotary cutting deck assemblies mounted on said frame in front of said front wheels, said front deck assemblies defining a gap between adjacent front deck assemblies; and	<p>The <u>Wulff</u> [Lesco 500 Rotary] mower has the claimed configuration of front cutting decks which define a gap.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has three side-by-side front rotary cutting deck assemblies mounted on said frame in front of said front wheels. The front deck assemblies define a gap between adjacent front deck assemblies.</u></p>
at least one rear rotary cutting deck assembly mounted on said frame behind said front deck assemblies, each rear deck assembly being aligned with a respective gap between adjacent	<p>The <u>Wulff</u> [Lesco 500 Rotary] mower has a rear deck that is aligned with the gap.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has at least one rear rotary cutting deck assembly mounted on said frame</u></p>

front deck assemblies;	<u>behind said front deck assemblies and between said front wheels. Each rear deck assembly is aligned with a respective gap between adjacent front deck assemblies.</u>
each of said front and rear deck assemblies including a deck defining a downwardly opening space, at least one cutting blade mounted on a spindle for rotation therewith and a first, second and third roller supporting said deck for movement over the ground, said first roller extending only partially across the width of said deck.	<p>The <u>Wulff</u> [Lesco 500 Rotary] mower includes downwardly opening decks, as Textron has applied that term, at least one blade on a spindle, and three rollers, as Textron has applied that term, supporting the decks.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has each front and rear deck assemblies include a deck defining a downwardly opening space, at least one cutting blade mounted on a spindle for rotation therewith and a first roller supporting said deck for movement over the ground. As Textron applies this limitation, the Groundsmaster with Contour 66 has a first, second and third roller, the first roller extending only partially across the width of said deck.</u></p>
CLAIM 25	
The lawn mower of claim 24 wherein said first roller and said second roller are positioned in along different axes of rotation.	<p>Claim 25 is invalid under 35 U.S.C. § 102.</p> <p>The <u>Wulff</u> [Lesco 500 Rotary] mower includes a first and second roller in the claimed configuration, as Textron has interpreted it.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has a first roller and second roller positioned along different axes of rotation.</u></p>
CLAIM 26	
The lawn mower of claim 25 wherein said third roller and said second roller rotate about the same axis of rotation.	<p>Claim 26 is invalid under 35 U.S.C. § 102.</p> <p>The <u>Wulff</u> [Lesco 500 Rotary] mower includes a second and third roller in the claimed configuration, as Textron has interpreted it.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has a third roller and second roller that rotate about the same axis.</u></p>
CLAIM 27	
The lawn mower of claim 26 wherein said second and third rollers are positioned forward of	<p>Claim 27 is invalid under 35 U.S.C. § 102.</p> <p>The <u>Wulff</u> [Lesco 500 Rotary] mower includes a</p>

said first roller.	<p>first, second and third roller in the claimed configuration, as Textron has interpreted it.</p> <p><u>As Textron applies this limitation, the Groundsmaster with Contour 66 has second and third rollers positioned forward of a first roller.</u></p>
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